

**IN THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**SRB Capital, LLC
8868 Columbus Road
Mount Vernon, Ohio 43050**

Plaintiff,

v.

Case No. 2:23-cv-1243

**A R Central 2, LLC
c/o Ramandeep Kalra, Statutory Agent
12456 N 28th Dr.
Phoenix, AZ 85029**

and

**Kalra Hospitality, LLC
c/o Ramandeep Kalra, Statutory Agent
2602 E Beautiful Ln.
Phoenix, AZ 85042**

and

**Kalra Management Services, Inc.
c/o Ramandeep Kalra, Statutory Agent
12456 N 28th Dr.
Phoenix, AZ 85029**

and

**Mira Hospitality, LLC
c/o Ramandeep Kalra, Statutory Agent
12456 N 28th Dr.
Phoenix, AZ 85029**

and

**MMPR Bullhead City Hospitality, LLC
c/o Ramandeep Kalra, Statutory Agent**

12456 N 28th Dr. :
Phoenix, AZ 85029 :

and :

MMPR Hospitality, LLC :
c/o Ramandeep Kalra, Statutory Agent :
12456 N 28th Dr. :
Phoenix, AZ 85029 :

and :

MMPR Kingman Hospitality, LLC :
c/o Ramandeep Kalra, Statutory Agent :
12456 N 28th Dr. :
Phoenix, AZ 85029 :

and :

MMPR Rainbow Hospitality, LLC :
c/o Ramandeep Kalra, Statutory Agent :
4010 S Rainbow Blvd, :
Las Vegas, NV 89103 :

and :

MMPR Union Hills Hospitality, LLC :
c/o Ramandeep Kalra, Statutory Agent :
12456 N 28th Dr. :
Phoenix, AZ 85029 :

and :

MMPR Yuma Hospitality, LLC :
c/o Ramandeep Kalra, Statutory Agent :
12456 N 28th Dr. :
Phoenix, AZ 85029 :

and :

Puram Hospitality, LLC :
c/o Puja Kalra, Statutory Agent :
12456 N 28th Dr. :
Phoenix, AZ 85029 :

Defendants. :

COMPLAINT

Now comes Plaintiff, SRB Capital, LLC (“Plaintiff”), by and through its undersigned counsel, and for its Complaint against Defendants, A R Central 2, LLC (“A R”), Kalra Hospitality, LLC (“Kalra Hospitality”), Kalra Management Services, Inc. (“Kalra Management”), Mira Hospitality, LLC (“Mira Hospitality”), MMPR Bullhead City Hospitality, LLC (“MMPR Bullhead”), MMPR Hospitality, LLC (“MMPR Hospitality”), MMPR Kingman Hospitality, LLC (“MMPR Kingman”), MMPR Rainbow Hospitality, LLC (“MMPR Rainbow”), MMPR Union Hills Hospitality, LLC (“MMPR Union”), MMPR Yuma Hospitality, LLC (“MMPR Yuma”), and Puram Hospitality, LLC (“Puram”) (collectively, “Defendants” or “Dairy Queen Entities”), hereby states as follows:

Parties, Jurisdiction, and Venue

1. Plaintiff is a domestic limited liability company registered with the Secretary of State of Ohio. Plaintiff’s principal place of business is located at 8868 Columbus Road, Mount Vernon, Ohio 43050 (Knox County). Plaintiff engages in interstate commerce by providing financial and other consulting services.

2. Defendant A R Central 2, LLC is a limited liability company registered with the Secretary of State of Arizona, having a principal place of business in Phoenix, Arizona.

3. Defendant Kalra Hospitality, LLC is a limited liability company registered with the Secretary of State of Arizona, having a principal place of business in Phoenix, Arizona.

4. Defendant Kalra Management Services, Inc is a for-profit corporation registered with the Secretary of State of Arizona, having a principal place of business in Phoenix, Arizona.

5. Mira Hospitality, LLC is a limited liability company registered with the Secretary of State of Arizona, having a principal place of business in Phoenix, Arizona.

6. Defendant MMPR Bullhead City Hospitality, LLC is a limited liability company registered with the Secretary of State of Arizona, having a principal place of business in Phoenix, Arizona.

7. Defendant MMPR Hospitality, LLC is a limited liability company registered with the Secretary of State of Arizona, having a principal place of business in Phoenix, Arizona.

8. Defendant MMPR Kingman Hospitality, LLC is a limited liability company registered with the Secretary of State of Arizona, having a principal place of business in Phoenix, Arizona.

9. Defendant MMPR Rainbow Hospitality, LLC is a limited liability company registered with the Secretary of State of Nevada, having a principal place of business in Las Vegas, Nevada.

10. Defendant MMPR Union Hills Hospitality, LLC is a limited liability company registered with the Secretary of State of Arizona, having a principal place of business in Phoenix, Arizona.

11. Defendant MMPR Yuma Hospitality, LLC is a limited liability company registered with the Secretary of State of Arizona, having a principal place of business in Phoenix, Arizona.

12. Defendant Puram Hospitality, LLC is a limited liability company registered with the Secretary of State of Arizona, having a principal place of business in Phoenix, Arizona.

13. Upon information and belief, all of the members of the Defendant LLCs are residents of either Arizona or Nevada.

14. This Court has both subject matter jurisdiction to hear this matter and personal jurisdiction over the Defendants.

15. Venue is proper in this Court Pursuant to 28 U.S.C. § 1391.

Count One - Breach of Contract

16. Plaintiff incorporates by reference the previous paragraphs as if fully written herein.

17. On or about May 17, 2022, Plaintiff and Defendants entered into a written Consulting Agreement (the “Agreement”), whereby Plaintiff agreed to provide certain consulting services to Defendants, and Defendants agreed to pay for said consulting services. (The Agreement is attached hereto as Exhibit A.)

18. Plaintiff substantially performed its obligations under the Agreement by providing Defendants with financial consulting services for an agreed-upon fee. (See Invoices attached hereto as Exhibit B.)

19. Defendants breached the Agreement and is in default thereof for failure to make payments to Plaintiff, as required by the Agreement.

20. Pursuant to the Agreement, if any invoice is not paid within 15 days from its billing date, the unpaid balance shall accrue compounding interest at the monthly rate of one and one-quarter percent (1.25%). (See Exhibit A.)

21. Pursuant to the Agreement, in the event that any collection action is required to collect unpaid balances due and owing to SRBC, reasonable attorney’s fees and collection costs shall be recoverable. (See Exhibit A.)

22. As a direct and proximate result of Defendants’ breach, Plaintiff has been damaged in an amount in excess of \$135,376.00, plus attorney’s fees and costs.

Count Two - Account

23. Plaintiff incorporates by reference the previous paragraphs as if fully written herein.

24. Defendants owe Plaintiff an account stated in excess of \$135,376.00 for financial consulting services rendered to Defendants.

Count Three - Quantum Meruit

25. Plaintiff incorporates by reference the previous paragraphs as if fully written herein.

26. Defendants owe Plaintiff an amount in excess of \$135,376.00 pursuant to the equitable doctrines of *quantum meruit/quantum valebant*.

WHEREFORE, Plaintiff demands judgment against Defendants, The Dairy Queen entities, in an amount in excess of \$135,376.00, plus attorney's fees and costs, plus any other relief that this Court may deem appropriate either at law or in equity.

LUPER NEIDENTHAL & LOGAN
A Legal Professional Association

/s/ Kyle T. Anderson
Kyle T. Anderson (0097806)
1160 Dublin Road, Suite 400
Columbus, Ohio 43215-1052
Telephone: (614) 221-7663
Facsimile: (866) 345-4948
E-mail: kanderson@LNLattorneys.com
Attorney for Plaintiff